4326

BILL NO. S-78-11-54

SPECIAL ORDINANCE NO. S-245-78

AN ORDINANCE approving Civil City Purchase Order No. 4-05295 with Poinsatte Leasing, Inc., for Lease of two vehicles for the Street Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Civil City Purchase Order No. 4-05295, dated November 17, 1978, between the City of Fort Wayne, by and through the City Purchasing Director and the Board of Public Works and Poinsatte Leasing, Inc., for:

two Four Wheel Drive vehicles, 1979 Trail Dusters, to be leased for a two year period with option to purchase, to be used by the Street Department,

at a total cost of $9,072.00, all as more particularly set forth in said Purchase Order which is on file in the Office of the Department of Purchasing and is by reference incorporated herein and made a part hereof, be and the same is in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

[signature]
Councilman

APPROVED AS TO FORM AND LEGALITY,
[signature]
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance ~~(and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice~~, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock ______ M., E.S.T.

DATE: 11-28-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Hunter, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 12-12-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL)~~ (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-245-78 on the 12th day of December, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of December, 1978, at the hour of 11:45 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 20 day of December, 1978, at the hour of 3 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-11-54

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving Civil City Purchase Order No. 4-05295 with Poinsatte Leasing, Inc., for Lease of two vehicles for the Street Department

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN	William T Hinga
VIVIAN G. SCHMIDT - VICE CHAIRMAN	Vivian G. Schmidt
JOHN NUCKOLS	John Nuckols
PAUL M. BURNS	Paul M. Burns
FREDRICK R. HUNTER	Fredrick R Hunter

CONCURRED IN

DATE 12-12-78 CHARLES W. WESTERMAN, CITY CLERK

C

Memorandum

To H. P. Wehrenberg - Board of Public Works Date November 17, 1978

From Purchasing Department

Subject Bid Reference Number 870 - Leasing of Four-Wheel Drive Vehicles

COPIES TO:

Enclosed you will find Bid Documents - Bid Number 870 - relating to Purchase Order Number 4-05295 which is prepared in favor of Poinsatte Motors, Inc. for the leasing of two (2) Four Wheel Drive Vehicles for a period of two (2) years. The total amount is $9,072.00.

The following documents are attached in support of the recommendations for acceptance of Poinsatte's offer:

1. Copy of Tabulation Sheet
2. Copy of Mailing List
3. Copies of three (3) Bids received
4. Copy of Memo from the Street Department
5. Purchase Order Number 4-05295

Nine (9) Vendors were mailed Invitations to Bid. Six (6) Vendors picked up. Only three (3) Bids were returned.

As the enclosed Bid Tabulation Sheet indicates Poinsatte's was the best bid overall.

Please process all of the attached documents for Councilmanic Approval.

Gaye Bales

Gaye Bales - Buyer

Approval: Stephen D. Millspaugh

Stephen D. Millspaugh
Assistant Director of Purchases

SDM/lje

RECORDS OF BIDS ISSUED TO BIDDERS

BID NO. 870

ITEM: Leasing of Two Four Wheel Drive Vehicles

DEPARTMENT: Board of Public Works

OPEN DATE: 11/6/78 TIME: 11:00 A.M.

VENDOR NAME & ADDRESS	DATE - NAME BID PICKED UP	CARDS MAILED	BID MAILED	RETURNED
Indiana Auto Auction 5120 Speedway Drive Fort Wayne, Indiana 46825	10-25-78 Patti Sauers	10/23/78		
Bowlin-Gaff Gars Rental 2310 West Jefferson Blvd. Fort Wayne, Indiana 46809	Connie Waikel 10/30/78	10/23/78		
Hefner Chevrolet, Inc. 500 East State Blvd. Fort Wayne, Indiana 46805	Bob Knipp 10/25/78	10/23/78		11/6/78
Poinsatte Leasing, Inc. 200 South Clinton Street Fort Wayne, Indiana 46802	[illegible] 11/3/78	10/23/78		11/6/78
Davis Pontiac, Inc. 312 East Main Street Fort Wayne, Indiana 46802		10/23/78		
Bob Jackson Ford Leasing 631 Lincoln Highway West New Haven, Indiana		10/23/78		
Hoosier Ford, Inc. U.S. Highway #24 East Huntington, Indiana	Jerry Enright 10/30/78	10/23/78		11/6/78
Jim Kelley Leasing, Inc. 1810 South Calhoun Street Fort Wayne, Indiana 46804		10/23/78		
International Harvester 3332 Clinton Street Fort Wayne, Indiana	10-26-78 Mike Meehan	10/23/78		

Tabulation of Bid 870
Closing Date Nov. 6th, 1978

	UNIT ANNUAL LEASE RATE	TOTAL ANNUAL LEASE RATE	TOTAL LEASE RATE FOR TWO (2) YEARS	PURCHASE PRICE UNDER OPTION TO BUY AFTER ONE (1) YEAR LEASE	AFTER TWO (2) YEAR LEASE
Indiana Auto Auction 5120 Speedway Drive Fort Wayne, Indiana 46825					
Bowlin-Gaff Cars Rental 2310 West Jefferson Blvd. Fort Wayne, Indiana 46809					
Hefner Chevrolet, Inc. 500 East State Blvd. Fort Wayne, Indiana 46805 No Cert. Ck. Bid Bond	1979 Blazer 2730.00	+ ct after 30,000 Miles 5460.00	10,920.00	Delivery 90 Days —	6700.00 Each
Poinsatte Leasing, Inc. 200 South Clinton Street Fort Wayne, Indiana 46802 No Cert. Ck. Bid Bond	1979 Trail Duster 2268.00	Delivery 4536.00	8-12 Weeks 9072.00	6212.87 ea	4574.40
Hoosier Ford, Inc. U.S. Highway #24 East Huntington, Indiana No Cert. Ck. Bid Bond	1979 Ford Bronco 1845.95	Del. 45 Days 3691.90	7383.80	6975.00 ea	6010.00
International Harvester 3332 Clinton Street Fort Wayne, Indiana					

DP2B 5-63

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Ref. No. 870

Date October 19, 1978

Date wanted

Fund Appropriation No.

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of Richard F. Bugher 423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Public Works

Address One Main Street City County Building, 9th Floor
Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday ——November 6th, 1978 at 11:00 A. M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		LEASING OF TWO (2) FOUR WHEEL DRIVE VEHICLES AS PER ATTACHED SPECIFICATIONS.		$ 10,920.0
		PAYMENT WILL BE MADE AT THE BEGINNING OF THE LEASE PERIOD.		
		Affirmative Action: On File: XX Attached:		

Bid Bond required NO ☐ YES ☒ 5% total annual lease Performance Bond NO ☒ YES ☐

See instruction item No. 16 on reverse side hereof.

Terms ____% cash discount if paid within ____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 90 days from receipt of order

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

HEFNER CHEVROLET, INC.
Name of Company

Per [signature] Title Fleet Mgr

Address 500 EAST STATE

City FORT WAYNE, IN 46805 Date 11/3/78

...oved by State Board of
...ccounts for City of Fort Wayne, 19[illegible]

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2314-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
    - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    - d) Separate proposals must be submitted on each reference number.
    - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted ________ Board-Commissioner Dept. of Purchasing, etc. ________ Date ________ 19__ as follows:

Rejected ________ Board-Commissioner Dept. of Purchasing, etc. ________ Date ________ 19__ as follows:

Leasing of Two (2) Four (4) Wheel Drive, Two (2) Door Vehicles. The Vehicles will be leased for a period of two (2) years, with option to buy after the lease has expired. The lessee will be responsible for insurance, the lessor provide license. The leesee (City of Fort Wayne) will provide the maintenance.

The vehicles will include all equiptment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by special equiptment as specified herein:

1.	Wheelbase:	Between 82" & 107"
2.	Ground Clearance:	Min. at least 6.5 inches
3.	Engine:	Between 300 to 400 Cubic In.
4.	Transmission:	Automatic
5.	Transfer Case:	Two (2) Speed
6.	Steering:	Power
7.	Battery:	Heavy Duty
8.	Air Conditioning:	Regular
9.	Tires:	Heavy Duty Off Road Capabilities
10.	Seats:	Front - Bucket Rear - Required
11.	Glass:	Tinted
12.	Radio:	AM

The Color will be selected at awarding of contract.

Lease may be based upon 30,000 miles for a two (2) year period.

4¢ per mile charge over 30,000 miles

UNIT ANNUAL LEASE RATE	TOTAL ANNUAL LEASE RATE	TOTAL LEASE RATE FOR TWO YEARS
$ 2730.00	$ 5460.00	$ 10,920.00

Purchase Price under Option to Buy:

After One (1) Year Lease - $ N/A

After Two (2) Year Lease - $ 6700.00

Delivery: 90 days

SPECIFICATIONS QUESTIONNAIRE

BIDDERS PROPOSAL - TO BE COMPLETED

BY THE BIDDER

Year: 1979 Make: CHEVROLET Model: BLAZER

1. Wheelbase: 106.5"
2. Ground Clearance: 7.0"
3. Engine: 350 4bbl V8
4. Transmission: Automatic
5. Transfer Case: New process 205 2 speed
6. Power Steering: Standard
7. Battery: 12V 4000 watts 80 amp.
8. Air Conditioning: Factory
9. Tires: L78-15
10. Seats: 2 front 3 passenger rear seat
11. Glass: All tinted
12. Hubs: non locking

JP2B 5-68

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Ref. No. 870

Date October 19, 1978

Date wanted

Fund Appropriation No.

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of Richard F. Bugher 423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Public Works

Address One Main Street City County Building, 9th Floor, Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday ——November 6th, 1978 at 11:00 A. M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		LEASING OF TWO (2) FOUR WHEEL DRIVE VEHICLES AS PER ATTACHED SPECIFICATIONS.		$9072.32
		PAYMENT WILL BE MADE AT THE BEGINNING OF THE LEASE PERIOD.		
		Affirmative Action: On File: Yes Attached:		

Bid Bond required NO ☐ YES ☒ 5% total annual lease Performance Bond NO ☒ YES ☐

See instruction item No. 13 on reverse side hereof.

Terms 0 % cash discount if paid within —— days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within ___ days from receipt of order

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

[illegible] Name of Company

For [illegible] Title [illegible]

Address [illegible]

City [illegible] Date [illegible]

[illegible]proved by State Board of Accounts for City of Fort Wayne, 19[illegible]

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

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8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

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10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejections:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2313-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. Submission and Receipt of Bids:
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted ______ Board-Commissioner Dept. of Purchasing, etc. Date ______ 19____ as follows:

Rejected ______ Board-Commissioner Dept. of Purchasing, etc. Date ______ 19____ as follows:

Leasing of Two (2) Four (4) Wheel Drive, Two (2) Door Vehicles. The Vehicles will be leased for a period of two (2) years, with option to buy after the lease has expired. The lessee will be responsible for insurance, the lessor provide license. The leesee (City of Fort Wayne) will provide the maintenance.

The vehicles will include all equiptment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by special equiptment as specified herein:

1.	Wheelbase:	Between 82" & 107"
2.	Ground Clearance:	Min. at least 6.5 inches
3.	Engine:	Between 300 to 400 Cubic In.
4.	Transmission:	Automatic
5.	Transfer Case:	Two (2) Speed
6.	Steering:	Power
7.	Battery:	Heavy Duty
8.	Air Conditioning:	Regular
9.	Tires:	Heavy Duty Off Road Capabilities
10.	Seats:	Front - Bucket Rear - Required
11.	Glass:	Tinted
12.	Radio:	AM

The Color will be selected at awarding of contract.

Lease may be based upon 30,000 miles for a two (2) year period.

UNIT ANNUAL LEASE RATE	TOTAL ANNUAL LEASE RATE	TOTAL LEASE RATE FOR TWO YEARS
$ 2268.00	$ 4536.00	$ 9072.00

Purchase Price under Option to Buy:

After One (1) Year Lease - $6212.57
After Two (2) Year Lease - $4374.96

Delivery: [illegible]

SPECIFICATIONS QUESTIONNAIRE

BIDDERS PROPOSAL - TO BE COMPLETED

BY THE BIDDER

Year: 1979 Make: Plymouth Model: Trailduster

1. Wheelbase: 106.0 Inches
2. Ground Clearance: 3.07" Front 3.52" Rear
3. Engine: 318 CID V8
4. Transmission: Automatic
5. Transfer Case: 2 Speed Full Time Four Wheel Drive
6. Power Steering: Yes
7. Battery: 59 Amp Hour 375/AMP
8. Air Conditioning: Factory Installed
9. Tires: LR78X15 Glass Belted Radials (5) Mud & Snow Tread
10. Seats: Front Buckets Rear Bench
11. Glass: Tinted All
12. Hubs: Full Time Four Wheel Drive

M DP2B 5-68

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Ref. No. 870

Date October 19, 1978

Date wanted

Fund Appropriation No.

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of Richard F. Bugher 423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Public Works

Address One Main Street City County Building, 9th Floor
Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday ——November 6th, 1978 at 11:00 A. M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34504. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		LEASING OF TWO (2) FOUR WHEEL DRIVE VEHICLES AS PER ATTACHED SPECIFICATIONS.		$
		PAYMENT WILL BE MADE AT THE BEGINNING OF THE LEASE PERIOD.		
		Affirmative Action: On File: Attached:		

Bid Bond required NO ☐ YES ☒ 5% total annual lease Performance Bond NO ☒ YES ☐

See Instruction Item No. 18 on reverse side hereof.

Terms ____% cash discount if paid within ____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within ___ days from receipt of order

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: [signature]

Name of Company

Per [signature]

Address

City Date

Approved by State Board of Accounts for City of Fort Wayne, 1963

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejections:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2313-1394 supplements requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the Invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency Involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted ______ Board-Commissioner Dept. of Purchasing, etc. Date ______ 19___ as follows:

Rejected ______ Board-Commissioner Dept. of Purchasing, etc. Date ______ 19___ as follows:

Leasing of Two (2) Four (4) Wheel Drive, Two (2) Door Vehicles. The Vehicles will be leased for a period of two (2) years, with option to buy after the lease has expired. The lessee will be responsible for insurance, the lessor provide license. The leesee (City of Fort Wayne) will provide the maintenance.

The vehicles will include all equiptment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by special equiptment as specified herein:

1.	Wheelbase:	Between 82" & 107"
2.	Ground Clearance:	Min. at least 6.5 inches
3.	Engine:	Between 300 to 400 Cubic In.
4.	Transmission:	Automatic
5.	Transfer Case:	Two (2) Speed
6.	Steering:	Power
7.	Battery:	Heavy Duty
8.	Air Conditioning:	Regular
9.	Tires:	Heavy Duty Off Road Capabilities
10.	Seats:	Front - Bucket Rear - Required
11.	Glass:	Tinted
12.	Radio:	AM

The Color will be selected at awarding of contract.

Lease may be based upon 30,000 miles for a two (2) year period.

UNIT ANNUAL LEASE RATE	TOTAL ANNUAL LEASE RATE	TOTAL LEASE RATE FOR TWO YEARS
Sales Tax $ 1845.95 Exempt	Sales Tax $ 3691.90 Exempt	Sales Tax $ 7383.80 Exempt

Purchase Price under Option to Buy:

After One (1) Year Lease - $ 6975.00 ea

After Two (2) Year Lease - $ 6000.00 ea

Delivery: 45 Days Minimum From Date of Order

Note: (1) This lease bid included License.

(2) This lease bid does NOT include maintenence or Insurance.

SPECIFICATIONS QUESTIONNAIRE

BIDDERS PROPOSAL - TO BE COMPLETED

BY THE BIDDER

Year: 1979 Make: Ford Model: Bronco

1. Wheelbase: 104"
2. Ground Clearance: 9.6"
3. Engine: 351 CID
4. Transmission: Automatic Transmission
5. Transfer Case: Two Speed (2)
6. Power Steering: Power Steering
7. Battery: 68 AMP Heavy Duty Maintenance Free
8. Air Conditioning: Air Conditioning
9. Tires: (5) Mud and Snow HD
10. Seats: Front Bucket with Rear Flip Fold Bench
11. Glass: Tinted
12. Hubs: Recommend Full Time Hubs N/C
13. Radio: AM Radio
14. Color: Must be STD Factory Color

Memorandum

To Richard Bugher, Director of Purcnasing Date 11-15-78

From Gerald P. Neu, Street Commissioner

Subject

COPIES TO:

Dear Mr. Bugher:

Reference to Bid No. 870 of November 6, 1978 on the leasing of two 4-wheel drive vehicles for the Fort Wayne Street Department.

After reviewing the Bids, I believe that the over-all best option and the price offer under the option to buy after the two-year lease of $4874.00 from Poinsatte Motors would be the one most beneficial to the City.

Jerry Neu

PURCHASING DEPT.

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS, FOR THE CITY OF FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER
4-05295

DATE November 17, 1978
REF. NO.
REQ. NO.

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department
1700 South Lafayette Street
Fort Wayne, Indiana

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

Poinsatte Leasing, Inc.
200 South Clinton Street
Fort Wayne, Indiana 46802

THIS PURCHASE ORDER ISSUED BY:
DEPT. Purchasing Dept.

DELIVER TO:-
DEPARTMENT OR DIVISION Street Department
ADDRESS 1700 South Lafayette Street
Fort Wayne, Indiana

DATE WANTED } As soon as possible

APPROPRIATION AND FUND NUMBER } 28-880-722

CASH DISCOUNT TERMS ______ % IF PAID WITHIN ______ DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

	QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
			TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.			1979 Trail Dusters		
NOTE ↓ READ INSTRUCTIONS ON THE BACK OF THIS ORDER	2		Four (4) Wheel Drive Vehicles - To Be leased For A Two (2) Year Period With Option To Purchase.	2,268.00 per year	Each
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.			Total Lease Price For Two (2) Years		$9,072.00
			Reference Number 870 Of 10/19/78		
UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.			SUBJECT TO COUNCILMANIC APPROVAL		
UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND. EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY. IND. SALES TAX EXEMP. CERTIF. NO. 34508					
IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.			GB/lje		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

City Controller

Per ______

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

Director of Purchases

Per ______

TITLE OF ORDINANCE CIVIL CITY PURCHASE ORDER NO. 4-05295 - POINSATTE LEASING, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS A-78-11-54

SYNOPSIS OF ORDINANCE CIVIL CITY PURCHASE ORDER NO. 4-05295 TO POINSATTE LEASING, INC. FOR TWO FOUR WHEEL DRIVE VEHICLES, 1979 TRAIL DUSTERS, TO BE LEASED FOR A TWO YEAR PERIOD WITH OPTION TO PURCHASE, $2,268.00 EACH PER YEAR, FOR TOTAL AMOUNT OF $9,072.00 - TOTAL LEASE PRICE FOR TWO YEARS, TO BE USED BY THE STREET DEPARTMENT.

(MEMORANDUM AND PURCHASE ORDER ATTACHED)

EFFECT OF PASSAGE ADDITION OF FOUR WHEEL DRIVE VEHICLES TO EQUIPMENT POOL TO REPLACE THOSE DISPOSED OF RECENTLY

EFFECT OF NON-PASSAGE ACQUISITION OF FOUR WHEEL DRIVE VEHICLES, NECESSARY ESPECIALLY IN THE WINTER MONTHS, FOR STREET DEPARTMENT MAINTENANCE WORK

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $9,072.00 FROM REVENUE SHARING

ASSIGNED TO COMMITTEE

EP